

## **LAR 145. SALE OF PROPERTY**

**(a) Notice.** Unless otherwise ordered as provided by law, notice of sale of property in an action in rem shall be published daily, in accordance with Rule 150, for a period of 6 days prior to the day of sale.

**(b) Payment of Bid.** The person whose bid is accepted shall immediately pay the marshal the full purchase price, if the bid is no more than \$500, or a deposit of at least \$500, or 10% of the bid, whichever sum is greater, if the bid exceeds \$500. The bidder shall pay the balance of the purchase price within 3 days thereafter, excluding Saturdays, Sundays, and holidays. If an objection to the sale is filed within that time, the bidder is excused from paying the balance of the purchase price until the sale is confirmed, and for a period of 3 days thereafter. Payments to the marshal shall be made in cash, or by certified check or cashier's check. The court may specify different terms in any order of sale.

### **(c) Penalty for Failing to Pay Balance of Bid.**

(1) *Late Payment.* A successful bidder who fails to pay the balance of the bid within the time allowed under these rules, or a different time specified in an order by the court, shall also pay the marshal the cost of keeping the property, from the date payment of the balance was due to the date the bidder takes delivery of the property. The marshal may refuse to release the property until this additional charge is paid.

(2) *Default.* A person who fails to pay the balance of a bid within the time allowed is deemed to be in default, and the court may at any time thereafter order a sale to the second highest bidder, or order a new sale, as seems appropriate. Any sum deposited by the bidder in default shall be forfeited and applied to pay any additional costs incurred by the marshal by reason of the forfeiture and default, including costs incident to a resale. The balance of the deposit, if any, shall be retained in the registry subject to further order of the court.

**(d) Accounting by Marshal.** At the conclusion of the sale the marshal shall forthwith file a written report to the court of the fact of sale, the date thereof, the price obtained, and the name and address of the buyer.

### **(e) Confirmation.**

(1) *Without Order of Court.* A sale shall stand confirmed as of course, without any affirmative action by the court, unless (a) a written objection is filed within the time allowed under these rules, or (b) the successful bidder is in default for failing to pay the balance due the marshal.

(2) *On Motion.* If an objection has been filed, or if the successful bidder is in default, the marshal, the objector, the successful bidder, or a party may move the court for relief. The motion will be heard summarily. The person seeking a hearing shall apply to the court

for an order fixing the date of the hearing and directing the manner of giving notice, and shall give written notice of the motion to the marshal and all persons who have an interest. The court may confirm the sale, order a new sale, or grant such other relief as justice requires.

**(f) Objection to Sale.**

(1) *Manner and Time for Objecting.* A person may object to the sale by filing a written objection with the clerk and depositing a sum with the marshal which will pay the expense of keeping the property for at least 10 days. Payment to the Marshal shall be made in cash, or by certified check or cashier's check. The objector must give written notice of the objection to the successful bidder and the parties to the action. The written objection must be endorsed by the marshal with an acknowledgment of the receipt of the deposit prior to filing. The objection must be filed within 3 days after the sale, excluding Saturdays, Sundays, and holidays.

(2) *Disposition of Deposits.*

(a) If the objection is sustained, sums deposited by the successful bidder will be returned to the bidder forthwith. The sum deposited by the objector will be applied to pay the fees and expenses incurred by the marshal in keeping the property until it is resold, and any balance remaining will be returned to the objector without delay. The objector will be reimbursed for the expense of keeping the property from the proceeds of a subsequent sale.

(b) If the objection is overruled, the sum deposited by the objector will be applied to pay the expense of keeping the property from the day the objection was filed until the day sale is confirmed, and any balance remaining will be returned to the objector forthwith.

**(g) Title to Property Sold.** Failure of a party to give required notice of the action and arrest of the property or required notice of the sale, may afford grounds for objecting to the sale, but does not affect the title of the purchaser of the property.

[Effective May 1, 1992; amended effective July 1, 1997.]